



# Commonwealth of Massachusetts State Ethics Commission

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SUFFOLK, ss.

COMMISSION ADJUDICATORY  
DOCKET NO. 663

## IN THE MATTER OF HAL ABRAMS

### DISPOSITION AGREEMENT

The State Ethics Commission and Hal Abrams enter into this Disposition Agreement pursuant to Section 5 of the Commission's *Enforcement Procedures*. This Agreement constitutes a consented-to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, § 4(j).

On September 12, 2001, the Commission initiated, pursuant to G.L. c. 268B, § 4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Abrams. The Commission has concluded its inquiry and, on May 30, 2002, found reasonable cause to believe that Abrams violated G.L. c. 268A, § 17.

The Commission and Abrams now agree to the following findings of fact and conclusions of law.

### **Findings of Fact and Conclusions of Law**

1. Between February 13, 1991 and December 13, 1999, Abrams was a local building inspector for the Boston Inspectional Services Department ("the ISD"). As such, Abrams was a municipal employee within the meaning of G.L. c. 268A, § 1. Between August 30, 1999 and November 30, 1999, Abrams was on unpaid medical leave from his ISD employment. During that time, the city co-paid Abrams's health insurance premiums, and both the city and Abrams anticipated that Abrams would resume his ISD duties when his leave ended. Therefore, during the time relevant, Abrams remained a municipal employee subject to the conflict-of-interest law. In mid-October 1999, Abrams entered into an oral consulting contract with Global Ventures Ltd. ("GVL"), a Boston developer.

2. Abrams worked for GVL as a consultant for about two months and earned a total of about \$8,800 in compensation.

3. Abrams ceased working for both GVL and the ISD in early December 1999.

### *Applying for Permit from Boston Landmarks Commission*

4. While working for GVL, Abrams served as a consultant on GVL's development at

485-497 Harrison Avenue in Boston's South End.

5. The Harrison Avenue project, which was estimated to cost \$1.2 million, was within the jurisdiction of the city's South End Landmark District Commission ("the Landmark Commission").

6. In early November 1999, Abrams as a consultant for GVL on the Harrison Avenue project visited the Landmark Commission office with the project architect. They discussed with the Landmark Commission staff how to apply for and receive Landmark Commission approval for the Harrison Avenue project.

7. On November 8, 1999, Abrams went with the project architect to file a Landmark Commission application on behalf of GVL for design approval regarding the Harrison Avenue project. At the time, Abrams was acting in his capacity as GVL's consultant on the Harrison Avenue project. Thereafter, the Landmark Commission sent correspondence concerning the project to Abrams's attention at GVL.

8. GVL paid Abrams for his duties as a consultant on the Harrison Avenue project.

9. Section 17(a) of G.L. c. 268A prohibits a municipal aemployee from, otherwise than as provided by law for the proper discharge of official duties, directly or indirectly receiving compensation<sup>1</sup> from anyone other than the municipality in relation to a particular matter<sup>2</sup> in which the municipality is a party or has a direct and substantial interest.

10. Section 17(c) of G.L. c. 268A prohibits a municipal employee from, otherwise than in the proper discharge of his official duties, acting as agent for anyone other than the municipality in connection with a particular matter in which the municipality is a party or has a direct and substantial interest.

11. The design approval application for the Harrison Avenue project was a particular matter.

12. The city had a direct and substantial interest in this particular matter because the Landmark Commission was responsible for reviewing and approving the design approval application.

13. Abrams acted as an agent for GVL when he appeared at the Landmark

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<sup>1</sup> "Compensation" means any money, thing of value or economic benefit conferred on or received by any person in return for services rendered or to be rendered by himself or another. G.L. 268A, § 1(a).

<sup>2</sup> "Particular matter" means any judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, finding, but excluding enactment of general legislation by the general court and petitions of cities, towns, counties and districts for special laws related to their governmental organizations, powers, duties, finances and property. G.L. c. 268A, § 1(k).

Commission office and discussed the process that GVL would have to follow to receive design approval from the Landmark Commission. Abrams did not perform this conduct in the proper discharge of his official duties.

14. Abrams received compensation from GVL for discussing the design approval of the Harrison Avenue project with the Landmark Commission staff. Abrams's receipt of this compensation was not provided by law for the proper discharge of his official duties.

15. According to Abrams, he understood that the restrictions on his working as a consultant for or receiving compensation from GVL were only in relation to those particular matters which concerned projects within his assigned ward as an ISD local building inspector. It is, however, irrelevant to a violation of § 17 whether the particular matter concerned a project within Abrams's assigned ward or not. The project could have been located in any city ward, so long as the particular matter was of direct and substantial interest to the city.

16. Thus, Abrams received compensation from and acted as an agent for GVL, a private party other than the city, in relation to the design approval application for the Harrison Avenue project, a particular matter in which the city had a direct and substantial interest. By so doing, Abrams violated § 17(a) and (c).

#### *Acting as Agent with Regard to ISD Permit*

17. During the time relevant, GVL was working on a renovation project at 24 Cumberland Street in Boston.

18. On October 29, 1999, GVL applied to the ISD for a permit to perform construction work at 24 Cumberland Street. The estimated cost of this project was \$2,000.

19. On or about November 9, 1999, Abrams telephoned the ISD and spoke to an ISD employee. During that conversation, Abrams inquired as to the status of the permit for 24 Cumberland Street and asked the ISD staff to process the application as soon as possible.

20. On November 29, 1999, Abrams visited the ISD office to ascertain the status of his medical leave. While at the ISD office, Abrams learned that the ISD staff at the permit counter could not find the Landmark Commission approval on the 24 Cumberland Street permit application. Abrams informed the ISD staff that the Landmark Commission had already returned its approval on the project, which was a prerequisite to the ISD's approval. In fact, the Landmark Commission had not yet approved the application as submitted.

21. After receiving an amended version of the application later on November 29<sup>th</sup>, the Landmark Commission approved the application with one item to be submitted on amendment.

22. The ISD prepared the permit for issuance on November 29, 1999.
23. The construction permit application for 24 Cumberland Street was a particular matter.
24. The city had a direct and substantial interest in this particular matter because the ISD was responsible for reviewing and approving the permit application.
25. Abrams's compensation from GVL did not include his work with regard to the 24 Cumberland Street project or his dealings with the ISD on GVL's behalf. Nevertheless, Abrams acted as an agent for GVL when he spoke with the ISD staff about the 24 Cumberland Street permit, as discussed above. Abrams did not perform this conduct in the proper discharge of his official duties.
26. Thus, Abrams acted as an agent for GVL, an entity other than the city, in relation to the construction permit application for 24 Cumberland Street, a particular matter in which the city had a direct and substantial interest. By so doing, Abrams violated § 17(c).

*Receiving Compensation for Terrace Street Project*

27. In June 1998, GVL filed applications with the Boston Zoning Board of Appeals ("the ZBA") for two zoning variances regarding renovations to its development at 150-170 Terrace Street in Boston. The estimated cost of this project, which was contingent upon obtaining the zoning variances, was \$14.3 million.
28. While working for GVL, Abrams served as a consultant on the Terrace Street project.
29. On November 23, 1999, the ZBA held a 20-minute hearing on GVL's two zoning variance requests. Abrams attended the hearing with members of the GVL design team.
30. GVL paid Abrams for his duties as a consultant on the Terrace Street project, including his attendance at the ZBA hearing.
31. The zoning variance application process for the Terrace Street project was a particular matter.
32. The city had a direct and substantial interest in this particular matter because the ZBA was responsible for reviewing and approving the zoning variance applications.
33. Abrams received compensation from GVL for attending the ZBA hearing on the Terrace Street project. Abrams did not receive this compensation as provided by law for the proper discharge of his official duties.

34. Thus, Abrams received compensation from and acted as an agent for GVL, a private party other than the city, in relation to the zoning variance application process for the Terrace Street project, a particular matter in which the city had a direct and substantial interest. By so doing, Abrams violated § 17(a).

### **Resolution**

In view of the foregoing violations of G.L. c. 268A by Abrams, the Commission has determined that the public interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Abrams:

- (a) that Abrams pay to the Commission the sum of \$2,000 as a civil penalty for violating G.L. c. 268A, § 17(a) and (c);
- (b) that Abrams pay to the Commission the sum of \$440 as a civil forfeiture reflecting that portion of the compensation attributable to the § 17(a) violation; and
- (c) that Abrams waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

DATE: April 17, 2003